

LABOR AGREEMENT

By and Between

**PACKAGING CORPORATION
OF AMERICA**

and the

**PAPER, ALLIED-INDUSTRIAL,
CHEMICAL & ENERGY WORKERS
INTERNATIONAL UNION**

**EFFECTIVE
OCTOBER 28, 2005 TO OCTOBER 28, 2009**

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AGREEMENT

This Agreement, entered into on the date set forth below by and between Packaging Corporation of America (hereinafter referred to as the Company) and the Paper, Allied-Industrial, Chemical & Energy Workers International Union (PACE) AFL-CIO, CLC and Local Unions 978, 992, 993 (hereinafter referred to as the Union), evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees and the Union as the representative of the employees.

ARTICLE 1 - INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the relationship between the Company and its employees and to set forth herein certain provisions pertaining to wages, hours, and working conditions, which shall constitute the full Agreement between the parties.

It is the further intent and purpose of the parties to assure uninterrupted operations of the plant, to establish and maintain mutual understanding and cooperation that will promote to the fullest the safety of the employee, economy of operation, quality and quantity of output, cleanliness of plant and premises and the protection of life and property.

The parties recognize, by this Agreement, that it is the duty of the Company, its employees and the Union to cooperate fully for the advancement of these conditions, working toward a profitable operation.

The parties agree that there shall be no discrimination against any employee because of race, color, creed, national origin, sex or age.

ARTICLE 2 - RECOGNITION AND SCOPE

Section 2.1 - Recognition

The Company recognizes the Union as the exclusive bargaining representative of the employees of the Company, as herein defined, for the purposes of collective bargaining with respect to hours, wages, and other conditions of employment.

Section 2.2 - Employee

The term "employee" as used in this Agreement shall include all production and maintenance employees of the Company as certified by the National Labor Relations Board to comprise the bargaining unit; specifically excluding all electricians, electrical helpers, electrical leadmen, electronic men, together with all administrative and supervisory employees, office clerical employees, timekeepers, storekeepers, scalers, guards, watchmen, chauffeurs, draftsmen, hospital employees, professional, technical and woodland employees.

Section 2.3 - Salaried Personnel Performing Work

Salaried personnel shall not do work done by bargaining unit employees except in cases of emergencies, experimental work or instructional work.

ARTICLE 3 - MANAGEMENT

The Union agrees that the management of the business, including the direction and the composition of the working force, the right to hire, plan, direct and control all plant operations, the right to establish, change or introduce new or improved methods, quality standards or facilities, is the sole and exclusive prerogative and responsibility of the Company.

The Company is vested also with the right to promote, suspend, demote, transfer, relieve employees from duty because of lack of work or for other good cause, discipline and discharge employees and establish reasonable performance standards, provided that in so doing the Company complies with the provisions of this Agreement.

ARTICLE 4 - RESPONSIBILITIES OF PARTIES

Section 4.1 - Responsibilities of Parties

The parties agree that:

1. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein.

2. There shall be no interference with the right of employees to become or continue as members of the Union.
3. There shall be no strikes, work stoppages or interruptions or impeding of work. No officer or representative of the Union shall authorize, instigate, and/or condone any such activities. No employee shall participate in any such activities and any such participation shall subject an employee to immediate discharge.
4. There shall be no discrimination, restraint, or coercion against any employee because of membership or non-membership in the Union.
5. There shall be no lockouts.
6. The applicable procedures of this Agreement shall be followed for the settlement of all grievances.

Section 4.2 - Responsibilities of Union in Event of Strike

In the event that a strike, work stoppage, interruption or impeding of work occurs during the life of this Agreement, there shall be no financial liability on the part of the Union or its officers, provided that the Union shall, as soon as possible, but not to exceed 24 hours after the beginning of such violation:

1. Deliver to the Company a statement in writing signed by the President or Vice President of each Local Union having jurisdiction of employees engaging in any such act, or by the International Representative, stating that such act is unauthorized and in violation of this Agreement.
2. Publicly declare such act a violation of the Agreement and promptly order its members to return to work.
3. Cooperate with the Company in any manner that is necessary to protect life and property.
4. Take such other prompt and vigorous steps as are necessary to end the violation.

ARTICLE 5 - UNION DUES DEDUCTION

Section 5.1 - Dues Deduction

The Company will deduct monthly dues, levied by the Union in accordance with its Constitution and By-laws, as membership

dues in the Union, on the basis of individually signed voluntary dues deduction cards in the form set forth in Exhibit F. The Local Union President shall notify the Company in writing of such membership dues, such letter to be countersigned by the International Representative.

Section 5.2 - Basis of Deduction

Deduction on the basis of such authorization cards shall commence with respect to dues for the month in which the Company receives such cards or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay closed and calculated for that employee in the succeeding month.

Section 5.3 - Remittal of Dues Deducted

The Company will remit to the Financial Secretary of the Local Union the deduction provided for in Sections 5.1 and 5.2 not later than the fifth day of the month following the month in which the deductions were made, together with an itemized statement in triplicate showing the name of each employee. The Financial Secretary shall sign and return the third copy of the statement to the Company.

Section 5.4 - Company's Obligation

The Company's obligation to make such deductions shall terminate automatically on the revocation of such authorization by the employee during the two-week period preceding the anniversary date of the Agreement, or on the termination for any reason of the employee who signed the authorization, or on his transfer to a job not covered by this Agreement provided that deductions will be resumed if the employee is recalled or transferred back to the bargaining unit.

Section 5.5 - Indemnification

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not

taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any such provisions.

ARTICLE 6 - ADJUSTMENT OF GRIEVANCES

Section 6.1 - Purpose

The purpose of this Article is to establish an orderly procedure for the processing and settlement of grievances as defined in Section 6.2.

Section 6.2 - Definition of Grievance

The word "grievance" as used in this Agreement is limited to a complaint which involves the interpretation, application of, or compliance with the provisions of this Agreement.

Section 6.3 - Grievance Procedure

A grievance shall be settled as promptly as possible in accordance with the following procedure:

STEP 1

Any employee who believes that he has a grievance shall, within eight (8) days from the date the cause for the grievance arose, discuss it informally with his supervisor in an earnest attempt to settle the matter. If the cause for the grievance occurs during the time when an employee is out because of an excused absence, he will be given eight (8) days to present the grievance after he returns to work from such excused absence. The employee may have his steward present for this discussion. The supervisor shall give a verbal answer to the grievance within two (2) days of the discussion.

STEP 2

If the grievance is not settled in Step 1, it may be appealed to Step 2 by presenting it, in writing, on grievance forms furnished by the Company, to the Department Manager within five (5) days from the date of the supervisor's answer. Such grievance shall be

dated and signed by the employee and his department steward. Any grievance shall specify an Article and/or Section of the Agreement involved, the nature of the grievance, and the remedy requested.

The Department Manager, and/or his assistant, shall meet and discuss the matter with such members of the grievance committee as the Local Union may designate, within eight (8) calendar days after the grievance has been appealed, in an attempt at settlement. The supervisor and aggrieved employee may attend this meeting. The Department Manager, and/or his assistant, shall make a reply on the grievance form within five (5) days from such meeting. Either party may call witnesses who are employees of the Company each of whose attendance shall be limited to time required for his testimony. If the Department Manager's decision is not appealed to Step 3 within 10 days, the grievance shall be considered settled, or dropped, on the basis of the decision last made and may not be further appealed.

STEP 3

If the grievance has not been satisfactorily resolved in Step 2, to be considered further, within ten (10) days after receipt of the Step 2 answer, written notice of appeal shall be sent to the Industrial Relations Director by the Local Union President. Discussion of the appealed grievance shall take place within fourteen (14) days following receipt of the notice of appeal between the Division Manager, or his representative, and the International Representative for further consideration of the complaint.

Grievances discussed in such meetings shall be answered in writing by the Division Manager, or his representative, within ten (10) days after the date of such meeting, unless by mutual agreement a different date for disposition is agreed on. A verbal answer will be given by the Division Manager, or his representative, during the meeting.

Except for witnesses, the Step 3 meeting shall be limited to not more than eight (8) representatives of the Company, the

International Representative of the Union, the Local Union Grievance Committee and the aggrieved employee.

If either party concludes that further Step 3 meetings cannot contribute to the settlement of a grievance, the dissatisfied party may, by written notice served on the other party within thirty (30) days from receipt of the last Step 3 answer, appeal the grievance to arbitration.

If the decision in this Step is not appealed to arbitration as above provided, the grievance shall be considered settled, or dropped on the basis of such decision and shall not be eligible for further appeal.

The aggrieved employee will not suffer any loss in pay for attending Step 2 or Step 3 grievance meetings held during regularly scheduled hours of work unless a replacement is required while the employee is away from the job. In no case will more than one grievant be paid to attend any grievance meeting.

Section 6.4 - Waiver of Grievance Procedure

Notwithstanding the procedure herein provided, any grievance may be submitted to arbitration at any time by mutual agreement.

Section 6.5 - Access to Plant

The International Representative of the Union, who customarily handles grievances in Step 3 for the plant, shall have access to the mill, subject to established rules for visitors, at reasonable times to investigate a grievance being taken to Step 3.

Local Union officers, Shop Stewards and Committeemen shall have access to the Mill at reasonable times other than their regular working hours, without compensation, to investigate or process a grievance, provided they observe established rules for visitors and do not interfere with the Company's business or operation.

Section 6.6 - Local Union Grievance Committees and Stewards

Each Local Union will designate a Union Grievance Committee to consist of not more than four (4) employees. Committee members will be afforded such time off as may be required to:

1. Attend Step 3 committee meetings with the Company.
2. Visit departments other than their own, at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to the supervisor of the department to be visited and permission from their own supervisor has been secured.

Union Grievance Committee members will not suffer any loss in pay for regularly scheduled hours of work while engaged in the above activities, unless a replacement is required while the employee is away from the job.

Stewards shall be allowed reasonable time during working hours without the loss of pay, to investigate grievances within their respective department, after securing permission from their supervisor, so long as it does not interfere with operations.

Time spent by members of the Grievance Committee and the aggrieved employee in attending a grievance meeting that is paid for under the Labor Agreement will be included in computing overtime.

Section 6.7 - Group Grievances

Should any complaint or grievance arise involving three or more employees, any discussion of such matter shall be limited to not more than two members of such group, together with such representative of the Local Union as may be appropriate, as provided in Section 6.3.

Section 6.8 - Union or Company Grievance

The grievance procedure may be utilized by either:

1. The Union in processing grievances which allege a violation by the Company of its obligations under this Agreement.

2. The Company in processing grievances which allege a violation by the Union of its obligations under this Agreement.

Such grievances shall be filed in Step 2 within eight (8) days from the date the cause for the grievance arose and the specified time limits shall be observed.

Section 6.9 - Industrial Relations

A representative of the Industrial Relations Division may be present at Steps 2 and 3 of the grievance procedure.

Section 6.10 - Compensation - Time Lost

Should any demotion or layoff be modified or revoked by the Company, the Company shall compensate the employee affected for the appropriate time lost at the regular hourly wage rate of the job he occupied prior to such demotion or layoff.

Section 6.11 - Time Limits

Time limits specified in Step 1 through Step 3 may be extended by mutual written agreement. Saturdays, Sundays and holidays are excluded from the time limits specified in Step 1 through Step 3 of the grievance procedure.

If the Company fails to answer a grievance within the specified time limit in any step, unless an extension of time has been mutually agreed on, the Union shall have the right of appeal to the next step on the expiration of the specified time limit.

ARTICLE 7 - ARBITRATION

Section 7.1 - Recourse to Arbitration

In the event a grievance is not settled in a manner satisfactory to the Union or the Company in Step 3 of the grievance procedure outlined in Article 6, then either party has the right to submit such grievance to arbitration. The party desiring the appeal shall notify the other party in writing of such desire within thirty (30) days after receipt of the Company's last answer in Step 3.

Section 7.2 - Impartial Arbitrator

Any such grievance shall be referred to an Impartial Arbitrator. The Union and the Company shall first attempt to agree on an Arbitrator. If the parties are unable to agree on an Arbitrator, the Federal Mediation and Conciliation Service shall be asked to furnish a panel of five Arbitrators from which an Arbitrator may be selected. If no agreement can be reached from the first panel, then a second panel of five shall be requested. The Union and the Company shall alternately strike one name from the panel until only one remains. This person shall then be the Arbitrator.

Section 7.3 - Scope of Impartial Arbitrator

The Impartial Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement, insofar as shall be necessary to the determination of grievances appealed to him. He shall have no authority to add to, detract from, or alter in any way, the provisions of this Agreement, nor to establish or change any wage rate except as provided in Section 14.3 - New or Changed Jobs.

Section 7.4 - Date of Meeting

The Impartial Arbitrator shall meet and hear evidence of both sides and render a decision within thirty (30) days after the close of any hearing.

Section 7.5 - Decisions Binding

The decision of the Impartial Arbitrator, on any issue properly before him under this Agreement, shall be final and binding upon the Company, the Union and all employees concerned.

Section 7.6 - Effective Dates of Awards

Awards by the Impartial Arbitrator may or may not be retroactive as the equities of particular cases may demand, but the following limitations shall be observed in any case where his award is retroactive.

1. The effective date for adjustment of grievances relating to:
 - A. Suspension and discharge cases shall be determined in accordance with the provisions of Article 28 - Disciplinary Procedures.
 - B. Seniority cases shall be the date of the occurrence or non-occurrence of the event upon which the grievance is based, but in no event earlier than five (5) days prior to the date on which the grievance is filed.
 - C. Rates of pay, shift differentials, overtime, holidays, vacations, shall be the date of the occurrence or non-occurrence of the event on which the grievance is based.
2. The effective date for adjustment of grievances involving matters other than those referred to above shall be no earlier than the date the grievance was first presented in written form in Step 2 of Article 6.

Section 7.7 - Expense

The fee and expense of the Impartial Arbitrator shall be borne equally by the Company and the Union. All other expenses incurred in the arbitration procedure including the cost of the transcript, shall be borne by the party who incurred them.

Section 7.8 - Suspension of Hearings

If this Agreement is violated by the occurrence of a strike, work stoppage, or interruption or impeding of work at the plant, the Arbitrator shall refuse to consider or decide any cases concerning the employees while such a strike, work stoppage or interruption or impeding of work is in effect.

ARTICLE 8 - HOURS OF WORK

Section 8.1 - Scope

This Article defines the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week.

Section 8.2 - Regular Work Day

A day is a 24-hour period commencing with the start of the employee's designated shift. The normal work day shall be from 7:00 a.m. to 7:00 a.m. The regular work day shall consist of eight consecutive hours of work, lunch period excepted.

Section 8.3 - Regular Work Week

The regular work week shall consist of forty hours. The payroll week shall extend from Monday 7:00 a.m. to the following Monday at 7:00 a.m.

Section 8.4 - Shift Workers

Under the present operating schedule, Shift Workers will be divided into three shifts and work eight consecutive hours on each shift as follows:

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

Section 8.5 - Day Workers

The normal hours of work for Day Workers shall be from 7:00 a.m. to 3:30 p.m. with a 30-minute lunch period, for five consecutive days, which will be Monday through Friday whenever practicable. A Day Worker required to work any part of his lunch period shall receive pay for the entire lunch period unless he is given a full length lunch period later in the shift at the employee's option. Day Workers shall be at their stations ready for work at the start of the hour scheduled for the job and shall remain on the job until the end of the hour scheduled.

A Day Worker directed by supervision to go to work after clocking in, but before the beginning of his designated shift, will be paid a minimum of one hour's pay at the straight time rate or one and one-half times his hours worked for the time worked before the beginning of his regular shift, whichever is greater. This pay-

ment will be in lieu of all and any other payments, premiums or overtime to which the employee might claim to be entitled for the time worked after clocking in, but before his regular shift begins.

Section 8.6 - Change in Shift Schedule

The time for the start of an employee's shift may be changed at any time by the Company on notification to the employee before the end of his regular shift or 15 hours before the start of the new shift. If the Company fails to notify the employee that the Company has changed his schedule under this Section, at least 15 hours before the start of the changed shift, the employee shall be paid 1 1/2 times for the hours worked for the first day.

Section 8.7 - Working Beyond End of Shift

A Day Worker required to work beyond the end of his scheduled work day, or a Shift Worker having been properly relieved, required to work overtime, shall be paid a minimum of one hour's pay at his regular hourly rate or 1 1/2 times the hours worked, whichever is greater.

Section 8.8 - Shift Swapping

Employees may swap shifts, or partial shifts of from 2 to 4 hours to attend a funeral or for medical or dental reasons, with the prior consent of their immediate supervisors and the approval of the Department Manager, or his assistant, if it does not result in statutory overtime penalties. The hours swapped shall all be in the same work week and any right to daily overtime on the hours involved shall be waived in writing on a form provided and signed by both employees prior to the swap. In the event a request for a shift swap is denied, the employee may immediately appeal such denial to the Division Manager.

Section 8.9 - Reporting for Work

If an employee is unavoidably prevented from reporting for work, he shall notify the plant guard at least four hours before the designated starting time of his shift, give his name, shift, name of his supervisor, the cause and probable duration of his absence,

unless an emergency prevents the giving of such notice. In such emergency, notice shall be given as soon as possible. Where it is impossible for an employee to state at the time the number of days he expects to be absent, he shall notify the plant guard at least 16 hours before reporting back to work.

Section 8.10 - Shift Workers' Relief

Shift Workers shall be at their stations ready for work at the time scheduled for their shift to begin and shall not leave their stations at the end of their scheduled shift until the person or persons scheduled to relieve them have taken over the responsibility for the job. If such relief fails to report at the regularly scheduled hour, the employee on duty shall notify the supervisor in charge and, if directed, shall remain on his job and work an extra shift or until otherwise relieved.

Section 8.11 - Changes in Daily and Weekly Schedules

It is recognized that daily and weekly schedules are based on operating requirements and are subject to change based on such requirements, shutdown schedules, fluctuations in the demand for products, or to meet other conditions beyond the control of management.

Changes in weekly schedules shall be posted not later than Thursday noon of the previous week, except as provided in Section 8.6, above.

ARTICLE 9 - OVERTIME PAY

Section 9.1 - Definition of Terms

1. The payroll week shall consist of seven consecutive days beginning at 7:00 a.m. on Monday.
2. The work day for the purposes of this Article is the 24-hour period beginning with the start of the employee's designated shift.
3. The regular rate of pay, as used herein, shall mean the hourly rate which the employee would have received for the work had it been performed during non-overtime hours.

Section 9.2 - Basis of Payment

1. Overtime, shall be paid at the rate of 1 1/2 times the employee's regular rate of pay for all hours worked:
 - A. In excess of 8 hours in a work day
 - B. Consecutively in excess of 8 hours.
 - C. In excess of 40 hours in a payroll week.
 - D. From the first hour if an employee is required to work in excess of sixteen (16) hours within a twenty-four (24) hour period beginning with the start of the employee's designated shift. Time off for meals, except regularly scheduled noonday lunch periods, shall be included in totaling the 16 hours.
 - (1) At the completion of such extended time, an employee will be given eight (8) consecutive hours off for rest. He may then return and work eight (8) hours at his regular rate. When an employee has been rescheduled, he may return to his regular shift the following day without penalty to the Company for having worked more than eight (8) hours in a 24-hour period.
2. Holiday premium will not be offset against weekly overtime.
3. Employees working overtime shall not be subject to loss of time to keep within the established work week.
4. Overtime penalties shall not apply when caused by movement of employees in accordance with seniority rights when such movements are made as a result of layoffs or reductions in force.
5. When a shift employee is scheduled (except for scheduled wire changes) to work on Sunday (whether or not it is his regular schedule) and is also scheduled to work on Monday, he will be paid daily overtime for any hours worked in excess of eight hours in a work day on Monday. The beginning of the scheduled shift on Sunday will be considered as the beginning of his designated shift for the purpose of determining if he is entitled to any overtime for hours worked in excess of eight hours in a work day on Monday. This does not change in any way the application of Section 9.3 – Non-Duplication of Overtime.

6. When an employee is paid daily overtime for "turnaround" (hurry back) pay on hours worked on Monday, those hours worked on Monday will be used for pyramiding overtime for weekly overtime for that week. In other words, when an employee works the Sunday 11:00 p.m. to 7:00 a.m. shift, and then is required to "turnaround" and work over into the Monday 7:00 a.m. to 3:00 p.m. shift, the hours worked on the Monday shift will not be offset against weekly overtime. The allowance of pyramiding, or use of hours upon which overtime is paid in computing overtime on other hours, is limited to this fact situation only and this Agreement does not affect the prohibition against pyramiding in the Labor Agreement.

Section 9.3 – Non-Duplication of Overtime

Overtime shall be paid on a daily or weekly basis, whichever is greater but shall not be paid on both. When two types of overtime pay are applicable to the same hours of work, only the higher rate will be paid. Overtime pay will therefore be paid only once for the same hours worked, except as provided in Section 9.2.2.

Section 9.4 - Wire Change Pay

Any employee (including maintenance employees) who, at a time other than his regular shift, puts on paper machine wires and/or machine clothing or who, during the time that the wires and/or clothing is being put on, works on paper mill production equipment located inside the walls of the paper machine room building, shall be paid not less than six hours straight time at his regular rate or 1 1/2 times the hours worked, whichever is greater.

Such employees shall also do any other work required during such changes or incidental to the start-up of the machine following the changes.

This Section shall not apply to changes made during a scheduled repair shutdown.

Section 9.5 - Basis of Payment - Holidays Worked

Employees who perform work on any of the holidays listed in Section 10.1.1 shall be paid time and one-half for each hour worked in addition to any holiday pay to which such employee may be entitled under the provisions of Article 10 - Holidays, Section 10.3. The exception being, any employee who works December 24, 25 and 26 will be paid two times for each hour worked in addition to any holiday pay to which such employee may be entitled.

Section 9.6 - Overtime Requirement

Overtime work will be required by the Company when in its judgment such work is necessary. Whenever the Company requests employees to work overtime, the Union agrees that any employee so requested shall cooperate with the Company. Any employee who is requested to work overtime shall work unless he has an adequate reason for not doing so, and it is possible to secure a qualified replacement.

Section 9.7 - Distribution of Overtime

So far as practicable, without reducing efficiency of work performance, opportunity to work overtime shall be distributed as equally as possible among the employees in their respective job classifications, provided the employees are fully qualified to perform the overtime work required and in accordance with any overtime rules which may be mutually agreed to in each department. Any such mutually agreed to rules shall be in writing, signed by the appropriate Local Union President and the Division Manager with copies furnished to the Local Union and International Representative.

ARTICLE 10 - HOLIDAYS

Section 10.1 - Stated Holidays

1. The following thirteen (13) days are recognized as paid holidays; those days marked with an asterisk (*) are considered No-Work Holidays:
 - January 1 (Day Workers)
 - *Good Friday
 - *Easter Monday
 - *Memorial Day
 - July 4
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - December 24
 - Christmas Day
 - December 26
 - *Personal Holiday (2 for Day Worker, 3 for Shift Worker)
2. Holidays commence at the start of the shift on the holiday calendar date and continue for 24 hours thereafter.
3. All holidays not specified in Paragraph 1 above will be classified as Operating Holidays. The Company will have the option of scheduling the work force as needed on these days.
4. Employees will group the following holidays which will be taken off as a Holiday Week: Two (2) personal holidays, Good Friday, Easter Monday, and Memorial Day. These days will then be considered regular work days in accordance with the employee's schedule. Scheduling will be governed by vacation selection procedures. The Holiday Week will be scheduled in advance and posted on the master vacation schedule. The week will be paid on the same basis as a vacation week, 2% of gross pay for the prior year or 44 hours times the employee's base rate as of January 1 of the current year, whichever is greater. Checks will be paid prior to January 10 at the same time vacation checks are available. If an employee terminates prior to the passing of all the holi

days included in the Holiday Week, he will reimburse the Company or have the appropriate amount deducted from his final pay.

5. New employees hired prior to July 1 will be eligible for a Holiday Week after completing their probationary period and will be paid on the basis of 44 hours times their regular base rate at the time the week is taken. New employees hired after July 1 will be eligible for the Holiday Week on the later of January 1 or the completion of their probationary period and will be paid on the basis of 44 hours times their base rate of pay in effect on January 1.

Employees will have the option to take the Holiday Week a day-at-a-time according to the procedure below:

- A. To be eligible to take the Holiday Week on a day-by-day basis the employee will designate such desire during the vacation selection period. (Presently the week of December 15.)
- B. Employees will not be allowed to exercise this option at any other time during the year.
- C. These five (5) Holidays cannot be taken on any regular contractual Holidays and must be taken before December 1.
- D. Employees will be required to fill out an Employee Request Form before 7:00 A.M. Thursday the week prior to taking the Holiday(s) the following week.
- E. Only one (1) employee per job classification per day will be allowed.

When a Holiday of at least one (1) shift but less than full week is to be filled, it will be done by shift set-up. However, when a Holiday occurs and a shift set-up cannot be made without incurring overtime on the shift, the overtime will be worked in the classification where the vacancy occurs in the following manner:

- (1) The two (2) employees in the classification that are scheduled to work will split the shift by being scheduled as follows:
 - a. 7:00 a.m. to 7:00 p.m.
 - b. 7:00 p.m. to 7:00 a.m.

(2) The employee in the same classification that his/her scheduled off day will fill the vacancy he/she chooses (only if **both** employees scheduled Step (1) above decline to work the overtime).
NOTE: These rules apply to filling vacancies for the Holiday Week only.

6. With regard to the additional Personal Holiday for Workers, an employee must express his preference for desired date subject to the same restrictions and limitations used in scheduling vacations in each line of progression. It is understood that first consideration must be given to properly meeting the mill's staffing needs.

Section 10.2 - Basis of Payment - Holidays

An eligible employee shall receive holiday allowance of eight (8) hours at the regular hourly day rate paid to him for the last day worked prior to the holiday. The three consecutive holidays at Christmas are to be considered one holiday for pay purposes. Hours worked on holidays shall be paid as specified in Section 9.5. All hours worked, or normally scheduled but not worked and paid for, on the holidays set forth above shall be included in calculating hours worked in excess of forty (40) hours per week.

Section 10.3 - Eligibility for Holiday Pay

In order for an employee to be eligible for holiday pay under Section 10.2, the employee shall:

1. Have completed his probationary period as of the date of such holiday
2. Have worked his last scheduled shift before, on, and after the holiday, unless absent for one of the following justifiable causes:
 - A. Excused absence by the Company in advance.
 - B. Sickness of the individual employee. Such sickness must be provable.
 - C. Sickness of a member of the employee's immediate family requiring his presence. Such sickness must be provable.
 - D. On vacation.

- E. On leave of absence, not to exceed thirty (30) days, in the Armed Forces of the United States.

Section 10.4 - Ineligibility for Holiday Pay

Specifically an employee will not be eligible for holiday pay, if he is absent from work due to:

1. On formal leave of absence to exceed thirty (30) days.
2. Illness or injury that has been continuous for a period of ninety (90) days or more.
3. A period in which the mill is shut down and production has ceased for thirty (30) days or more.
4. A layoff that has exceeded thirty (30) days.
5. Compensable injury that has been continuous for 180 days or more.

Section 10.5 - Holiday - Vacation Period

When a holiday occurs during an eligible employee's scheduled vacation, he shall be paid for the unworked holiday in addition to any vacation pay due him.

Section 10.6 - Work Before a Holiday - Day Workers

No Day Worker will be required to work more than twelve (12) hours during the day immediately preceding a no-work holiday and this work will be rotated insofar as practicable.

ARTICLE 11 - REPORTING AND CALL-IN PAY

Section 11.1 - Reporting Pay

Any employee who is scheduled or notified to report and who does report for work shall receive four hour's pay for reporting or if he starts to work, be given a minimum of four hours straight time pay.

Section 11.2 - Call-In Pay

An employee who is called in to work at a time other than his regular reporting time, and after having punched out, shall be given a minimum of four hours straight time pay or time and one-

half the actual hours worked, whichever is greater. Such work will be confined to the specific purpose for which he was called in. Each additional work assignment will be considered a separate call in for pay purposes.

Section 11.3 - Provisions Not Applicable

The provisions of Section 11.1, above, shall not apply in the event that:

1. Strikes, work stoppages in connection with labor disputes, failure of utilities, or other causes beyond the control of the Company interfere with work being provided.
2. An employee is not put to work, or is relieved after having been put to work, either at his own request or due to his own fault.
3. The Company gives reasonable notice of a change in scheduled reporting time or that an employee need not report. The term "reasonable notice" shall mean:
 - A. Notice posted on bulletin board prior to end of employee's shift or,
 - B. Notice by telephone at least three hours prior to start of shift, or
 - C. Notice posted on time card after Company has attempted notice by phone and:
 - (1) No one answers the phone after two successive calls are placed at approximately 20-minute intervals at least three hours before start of shift, or
 - (2) If employee does not have a telephone where he can be reached, or
 - (3) If employee's home phone is out of order.
4. An employee returns to work after absence from work for reasons other than a layoff, without notifying the Company at least 16 hours before reporting back to work.

ARTICLE 12 - VACATION

Section 12.1 - Eligibility

To be eligible for a paid vacation in the calendar year, an employee shall:

1. Have had one year or more of continuous service as of January 1, of the calendar year.
2. Have worked 1040 hours or more during the previous calendar year.

Time lost as a result of injury, sickness or military service shall be counted in computing the qualifying 1040 hours.

Section 12.2 - Length of Vacation

An eligible employee who has attained the years of continuous service shown on the following table by January 1 of a calendar year shall receive a paid vacation corresponding to such years of service:

<u>Continuous Service</u>	<u>Vacation</u>	<u>Vacation Pay</u>
1 year but less than 3	1 week	2% of total wages
3 years but less than 8	2 weeks	4% of total wages
8 years but less than 12	3 weeks	6% of total wages
12 years but less than 18	4 weeks	8% of total wages
18 years and over	5 weeks	10% of total wages

*Effective 1/1/2003

*18 years but less than 25	5 weeks	10% of total wages
*25 years and over	6 weeks	12% of total wages

Section 12.3 - Vacation Minimum Payment

A minimum or floor of 44 hours times the employee's base rate as of January 1 of each year or 2% of his total wages, whichever is greater, will be paid to employees for each week of eligibility who, as of January 1 of the current year, has been employed at least one full calendar year, and who otherwise meets all vacation eligibility.

Section 12.4 - Vacation Credit

Employees hired prior to July 1 of any calendar year and work at least 1040 hours in such calendar year, shall be credited for a full year's service for vacation eligibility.

Section 12.5 - Vacation Allowance - Less than One Year Service

An employee hired after June 30 of any calendar year will receive, when he takes his first vacation, an adjustment allowance of 2% of his total wages for the year of hire to be added to his vacation pay. This adjustment allowance applies only to the first vacation.

Section 12.6 - Vacation Period

Vacations shall be taken between January 1 and December 31. Vacations shall begin on Monday except on shutdowns of 7 days or longer.

Vacation requests will be considered for the week that begins in December and ends in January. Such vacations will be considered as vacations for the year in which they begin.

Section 12.7 - Scheduling Vacations

1. The final right to allot individual vacation periods is reserved by the Company, as well as the right to schedule plant-wide vacation periods. Provided, however, that whenever practicable, an employee who is entitled to one or more weeks of vacation will be permitted to select a period for up to two weeks. In considering requests for vacation periods, employees with job seniority shall be given preference in conflicting requests.
2. Employees will have the option to receive pay in lieu of or all vacation entitlement. Employees desiring to sell vacation will designate such weeks during the vacation selection period. (Presently the week of December 15).
3. When an employee has been absent for a full week or more due to his own illness or accident, illness in his immediate family, or death in his immediate family, such time may, at his request, be charged off in units of full weeks against

earned vacation for which he will receive vacation pay in lieu of any vacation for which he may be eligible.

Section 12.8 - Vacation Pay Advances

All employees will be paid all vacation pay by January 10.

Section 12.9 - Accrued Vacation - Termination of Employment

1. An employee, who is eligible for a vacation earned during the preceding year, shall be paid his accrued vacation pay at the time of leaving the employ of the Company.
2. An employee who has completed one year or more of continuous service as of January 1 of the current year shall, upon termination of employment; receive that proportionate part of his vacation pay accumulated during the current year, provided he gives two weeks notice. Such accrued pro rata vacation pay will be figured as of the date an employee gives his two weeks notice.

ARTICLE 13 - SENIORITY

Section 13.1 - Principle of Seniority

The parties agree that in the case of promotions, demotions, layoffs, filling vacancies, transfers, recalls, seniority shall govern, provided the employee has the necessary ability to perform the work properly and efficiently.

Section 13.2 - Types of Seniority

For the purposes of this Agreement there shall be three types of seniority: Job, Department and Plant.

1. Job Seniority is defined as the length of service in a given job classification.
2. Department Seniority is defined as the length of service within a line of progression.
3. Plant Seniority is defined as the length of continuous service with the Company.

Job and Department Seniority shall not accrue when an employee is temporarily assigned to a job or department.

Section 13.3 - Continuous Service

Continuous service shall be calculated from the employment or March 1, 1961, whichever is later or following a break in continuous service. Continuous service shall be broken by:

1. Quit.
2. Discharge for cause.
3. Failure to return to work in accordance with Provisions of Section 13.8.
4. Layoff for a continuous period equal to an employee's seniority, or two years, whichever is less.
5. Absence due to physical disability, other than a credible disability, for a continuous period equal to an employee's past seniority, or two years, whichever is less.

Section 13.4 - Probationary Employees

New employees and those hired after a break in continuous service, shall be considered probationary employees for 90 calendar days following the date of hire and shall receive no continuous service credit during this period. Such probationary employees may be laid off or discharged as exclusively determined by the Company. If the employee is retained in the employ of the Company after the end of the probationary period, he be given continuous service credit back to the date of hire.

Section 13.5 - Initial Start-up Seniority

All employees hired prior to March 1, 1961, shall be regarded as having equal job, department, and plant seniority for their job.

All employees hired on jobs above the starting job in any line of progression shall be regarded as having reached that job through the line of progression and shall have the corresponding seniority on all lower jobs in such progression.

Section 13.6 - Use of Seniority in Promotions

1. Promotions shall be made in established lines of progression. In cases of promotion, seniority shall govern, provided the employee has the necessary ability to perform the work properly and efficiently. First preference shall be given to job seniority. If job seniority is equal, then department seniority shall prevail. When job and department seniority are equal, then plant seniority shall prevail.
2. Lines of progression shall be mutually agreed on and shall be subject to change by mutual agreement.
3. When an employee is promoted around a job in a line of progression, he shall begin to accumulate job seniority on all by-passed classifications at the same time he begins to accumulate seniority on the job to which he is promoted.
4. No employee will be allowed to freeze on a job in a line of progression. Should an employee be physically unable to accept either a temporary or permanent promotion the Company and Union will adopt remedial measures which may result in demotion or transfer.
5. In the case of a permanent promotion, when the senior employee is not to be advanced, the Local Union President will be notified before the promotion is made. The Local Union President may request a meeting to advise the Management of the Local Union's suggestions concerning the employees involved in the promotion.
6.
 - A. A temporary vacancy is any vacancy that is expected to last no more than twenty-eight (28) calendar days.
 - B. A temporary vacancy will only be filled when deemed necessary by Management.
 - C. When a temporary vacancy or when extra work is required of at least one (1) shift, but less than a full work week is to be filled, it will be done by shift set-up.

However, when a temporary vacancy occurs and a shift set-up cannot be made without incurring overtime on the shift, the overtime will be worked in the classification where the vacancy occurs in the following manner:

On the first day such vacancy will be filled as follows:

- (1) The employee not receiving relief will have preference of working the vacant shift; however, he will remain at his post until a substitute has been secured and if necessary he will work the extra shift.
- (2) By calling in the employee in the same job classification who would be coming in on the next shift.
- (3) By splitting the shift between the employee not receiving relief and the employee in the same classification who would be coming in on the next shift.
- (4) By calling in the employee in the same job classification who is on his scheduled off day.
- (5) If the vacancy cannot be filled by the above steps, employees occupying the job in the next lower classification will be considered in the same sequence as listed above.
- (6) If this attempt proves unsuccessful, employees occupying the job in the next higher classification will be considered in the same sequence as listed above.
- (7) Failing to fill the vacancy using the above procedure Management will fill the vacancy, should it be deemed necessary, by the most expedient manner.

Beginning with the second day and continuing until the following Monday such vacancy will be filled in the following manner:

- (1) By splitting shifts between the employee not receiving relief and the employee in the same classification who would be coming in on the next shift.
- (2) By doubling the employee not receiving relief.
- (3) By doubling the employee who would be coming in on the next shift.
- (4) By calling in the employee in the same job classification who is on his scheduled off day

D. A temporary vacancy or extra work of less than a full shift which occurs during the first half of the shift will be filled when deemed necessary by Management, in the following manner:

- (1) By shift set-up.
- (2) By calling in the employee in the same job classification who is on the previous shift.
- (3) By calling in the employee in the same job classification who would be coming in on the next shift.
- (4) By calling in the employee in the same job classification who is on his scheduled off day

E. A temporary vacancy or extra work of less than a full shift which occurs during the last half of the shift will be filled, when deemed necessary by Management, in the following manner:

- (1) By shift set-up.
- (2) By calling in the employee in the same job classification who would be coming in on the next shift.
- (3) By calling in the employee in the same job classification who is on the previous shift.
- (4) By calling in the employee in the same job classification who is on his scheduled off day

F. A week long temporary vacancy will be filled by shift set-up. A seniority set-up will be used when a shift set-up cannot be made. If a temporary vacancy is known by Thursday noon, it will be filled on the following Monday. If the vacancy for the following work week becomes known after Thursday noon, the Company will make a reasonable effort to **fill** the vacancy. When an employee's absence has been filled by a seniority promotion, the absent employee will not be permitted to return to work except at the beginning of the work week.

G. When a week long vacancy and a personal holiday vacancy are to be filled on overtime it will be offered first to the off-person. If the off-person declines the overtime by 4:00 PM on Friday the week before the overtime occurs, the vacancy will be filled according to the first day vacancy procedure in Section 13.6.6.C (1) thru (7) above.

H. An employee filling a temporary vacancy during a week when he would otherwise be working his scheduled six (6) day week will bump back in accordance with the procedure attached as Exhibit G.

7. A. An indefinite vacancy is any vacancy that is expected to last for more than twenty-eight (28) calendar days.
- B. An indefinite vacancy in a job classification above the bottom job in a Production, Stores, Technical or Yard Service line of progression will be filled by seniority set-up. A resultant or exclusive bottom job vacancy that is to be filled, will be filled by placing a temporary employee (hiring if necessary) in the line of progression in which the vacancy occurs.
- C. If a temporary employee remains employed more than ninety (90) consecutive days the following will occur:
 - (1) The employee will be eligible to enroll in the group medical plan.
 - (2) The employee will be eligible for any holiday pay outlined in Sections 9.5, 10.1, 10.2, 10.3, 10.4 and 10.5.
 - (3) The employee will be eligible for any vacation pay in accordance with Section 12.1.
- D. The senior temporary employee desiring to bid for a vacancy that would require an outside hire, shall make written request to the Industrial Relations office within the time period identified. If the employee has already completed the ninety (90) day probationary period, he will not be required to serve another ninety (90) day probationary period. However, any temporary employee who is transferred to the regular payroll will be required to demonstrate the ability to do the work properly and efficiently within forty-five (45) days or the completion of the ninety (90) day probationary period, whichever is greater. Such employee will not be permitted to transfer to another department for a period of one (1) year.

- (1) If the employee satisfies the performance requirements, the employee will establish a plant seniority date effective with the original date of hire. The job and department seniority dates will be the dates the employee entered the department.
- (2) All other benefit eligibility will be triggered by the plant seniority date.

- E. Any temporary employee, with more than ninety (90) consecutive days, who is displaced due to a reduction in force shall be recalled in accordance with Section 13.8.
- F. It is mutually understood by the Union and the Company that a temporary employee will be used for an indefinite vacancy caused by the absence of a permanent employee. Under no conditions is a temporary employee to fill a job a permanent employee should be placed in by the transfer policy already in effect.
- G. When an indefinite vacancy becomes a permanent vacancy, the Company shall attempt to fill the job by the transfer procedure, Section 13.9, within twenty-one (21) days from the date it became a permanent vacancy.

8. When Woodyard Leader vacancies are filled according to this provision, the Wood Processing Operator will be promoted to such vacancies. These shift set-ups may be made notwithstanding the provisions of 13.6.6. restricting such promotions if overtime is incurred and such overtime is caused by difference in shift starting times in the Woodyard.
9. On-shift promotions may be made for training purposes.
10. In filling vacancies, the senior employee who has the necessary ability to perform the work properly and efficiently shall be given a reasonable trial period, not to exceed 45 days on the job. If during this period, the employee does not adequately perform the duties of the job, he shall be returned to his former job and will become junior only to the employee that by-passed him. The job will then be filled by the next senior employee who has the necessary ability.

11. The filling of temporary vacancies caused by promotion of employees to positions excluded from the bargaining unit will not be considered to be a part of this provision.

Section 13.7 - Layoffs or Reduction in Force

1. During the first three days of any layoff, the senior employees will staff the jobs in their line of progression that are in operation on their respective shifts.
2. On the fourth day of such layoff, employees will be demoted in the descending order of progression levels in the respective lines of progression, according to applicable job and department seniority, and will be laid off from the bottom level job in the line of progression according to department seniority. Such employees must have the necessary ability to perform the work properly and efficiently and normally will not be scheduled for more than 40 hours of work during the week in which such seniority rights are exercised.
3. During scheduled shutdowns, employees who are laid off from their line of progression will be allowed to work in maintenance provided such work is available. Such employees will be paid in accordance with Section 14.2.5. Employees who wish to work in maintenance must so indicate in writing to their supervisor by 7:00 A.M. Thursday of the week prior to the week in which the shutdown begins.
4. For any layoff, scheduled shutdown, or reduction in force that is to exceed fourteen (14) days, the senior employees who are to be laid off will, on the fourth day, bump the most junior employee on a bottom job anywhere in the mill.
5. Employees who are laid off because of lack of work or reduction in force, and who have completed their probationary period, shall have the right of reinstatement without loss of seniority provided they report immediately any change of address to the Company's Industrial Relations office in person, or by certified mail, and signify their continuing desire to return to work subject to the provisions of Section 13.3.
6. Such employees shall, at the time of the layoff, indicate in writing whether they wish to be considered for recall to an

job lasting two days and up to thirty days or only to those jobs expected to last more than thirty days. Such written election may be changed at a later date by the employee. Any temporary time worked under this provision will not be used to effect a change in the seniority status of the employee.

Section 13.8 - Recalls

1. After layoffs because of lack of work or reduction in force, employees shall be recalled in the inverse order in which they were laid off. If an employee, because of lack of work in his classification, is transferred to another job, he shall be entitled to his original job upon reopening of same.
2. During an employee's layoff, the Industrial Relations office will notify an employee of any vacancy available in the plant which the laid off employee has the necessary ability to fill, and to which his seniority may entitle him, and for which he has made a written election as specified in Section 13.7.6. An employee who has elected recall to vacancies of 30 days or less and who is notified of such vacancy must accept the job within 24 hours of receiving notice and report as scheduled or his recall rights shall be canceled. An employee will be excused from filing such vacancy if sickness makes it impossible. Notice of vacancies of more than 30 days will be sent to an employee by certified mail to his last known address. Such employee, within 5 days after receipt of such notice, shall notify the Industrial Relations office that he will return to work, and 12 days after receipt of such notice he shall actually report to work, unless the period is extended with the express permission of the Company. Receipt of such written notice shall be construed as the date on which the receipt for such certified mail is signed. The failure of such an employee to comply with these conditions, within the time limits specified, shall forfeit all reinstatement rights. No claim for retroactivity shall arise if the Company calls in another employee temporarily.

3. In the event a certified letter fails to reach an employee at last given address and is returned to the Company, this shall be taken as proof that the employee has failed to keep Company posted on his address and he, therefore, shall forfeit all reinstatement rights.

Section 13.9 - Filling Permanent Bottom Job Vacancies

The following procedure is established for filling permanent bottom job vacancies: (including Painter Helper and Oiler)

1. Permanent vacancies will be filled by job posting utilizing the following procedure:
 - A. A notice of the vacancy will be posted for fourteen (14) calendar days on the main bulletin board in the Personnel Building.
 - B. Employees desiring to bid for the vacancy shall sign the corresponding form in the Main Security Office within the fourteen (14) calendar days that the vacancy is posted.
 - C. The Company will consider job bids on the basis of seniority provided an employee has the necessary ability to perform work properly and efficiently on this job and all subsequent jobs in a line of progression.
 - D. All vacancies will be filled as soon as practicable with consideration given to resultant vacancies, training needs, and scheduling changes.
 - E. An employee who transfers under the above bid procedure will have the right to return, or can be returned at the discretion of Management, to the department from which he transferred within forty-five (45) days without loss of seniority if he does not have the ability to perform the work properly and efficiently.
2. The following procedure is established for filling permanent vacancies in journeyman flexicraft maintenance jobs:
 - A. Job posting as outlined in Section 13.9 1 above.
 - B. Hire from outside.
 - C. Employees bidding on vacancies in journeyman flexicraft maintenance jobs must also submit a listing of their spe

pecific skills and list all previous maintenance training and experience. Proficiency tests (written and practical) will be required to determine an employees ability in accordance with Section 13.13 - Necessary Ability.

3. Job and Department seniority shall be forfeited when an employee voluntarily transfers from his line of progression and such transfer exceeds forty-five (45) days.
4. The Company may refuse to transfer an employee more than once in a twelve (12) month period.

Section 13.10 - Temporary Assignments

An employee assigned temporarily from one department to another shall continue to accumulate seniority in the department from which he was temporarily transferred. If a temporary assignment between departments exceeds 90 days, the Company will so notify the Union.

Section 13.11 - Seniority Lists

The Company shall post, from time to time, lists showing the relative continuous service of each employee, as defined in Section 13.3. Such lists shall be revised by the Company every 6 months. Any employee alleging an error in his record, as posted, shall notify the Company in writing within 30 days of such posting. In the event no objection is raised within the 30-day period, the Company will not be held liable for retroactivity in correcting an error at a later date.

Section 13.12 - Filling New Jobs

When a new job is created and is not placed in a line of progression, the filling of such job will be discussed with the Union in an attempt to reach mutual agreement.

In the event that mutual agreement is not reached, the Company shall fill the job and such action may be subject to the grievance procedure.

Section 13.13 - Necessary Ability

The Company shall initially determine whether or not any employee has the necessary ability to perform the work properly and efficiently under this Article. Any such determination may be subject to the grievance procedure.

ARTICLE 14 - WAGES

Section 14.1 - Wage Rate Schedule

The Company's basic hourly wage rate schedules as listed in Exhibits A through E are to be effective at 7:00 A.M. on the Monday closest to October 28 of the anniversary year of the contract. Each schedule shall continue in effect, unchanged until the date and time so specified in accordance with the above.

Section 14.2 - Basis of Pay - Temporary Rates

1. An employee, working for the convenience of the Company, on a lower rated job, when work is available on his regular job, shall continue to receive his regular rate of pay during such period of transfer.
2. An employee, who is transferred from his regular job to a higher rated job, shall receive the higher rate provided he takes over the duties and responsibilities of such job without the guidance of the employee who is training him. While the employee is being trained, and another employee is on the job and carrying the responsibility for the job, the employee being trained shall receive the hourly rate for his regular job.
3. An employee, transferred to a job with a lower rate of pay than his regular job, when no work is available on his regular job, shall receive the hourly rate of pay of the job to which he was transferred.
4. Production employees who are requested to work during repair shutdowns shall receive their regular rate of pay.
5. When production employees are offered jobs in Maintenance during repair shutdowns, they shall receive their regular rate of pay or the 4th step maintenance apprentice rate, whichever-

er is less. When such production employees are being paid at the 4th step maintenance apprentice rate, the regular maintenance apprentice in the craft involved will be paid the 4th step rate or their regular rate, whichever is greater.

6. When an employee is required to work at a higher rated job, he will be paid the rate of the higher rated job for the time worked on the job on an "as used-when used" basis with a minimum of one hour's pay at the higher rate.

Section 14.3 - New or Changed Jobs

When the Company establishes a new job or substantially changes the duties of an existing job, the Company will evaluate the new or changed job and inform the Union of the new rate or rates. The Union may immediately enter into negotiations with the Company concerning such new rate or rates. If agreement thereon is not reached, the Company will put the new rate or rates in effect. Such rates may be subject to further negotiations at the next contract negotiation in a separate discussion from other adjustment requests. If any changes in such rates are then agreed on, they shall be made retroactive to the date of the job changes which occasioned the rate adjustment.

When an agreement cannot be reached, the Union may, at its option, process the matter to arbitration for the sole purpose of rate determination.

Section 14.4 - Injury at Work

1. An employee who is injured on the job and who is sent home shall be paid his regular rate of pay for the remaining hours of his shift on the day he is injured.
2. When an employee working on his job must leave the mill to visit a doctor for treatment of an on-the-job injury on any day after the first day of such injury he will receive his regular rate of pay for all scheduled hours lost for such treatment provided the need for this treatment during those hours has been verified by the Company. If the employee could visit the doctor during non-working hours, but prefers to go

during working hours, he will not receive pay for hours not worked. Hours paid for such visits will not be counted as hours worked for computing overtime.

Section 14.5 - Workers' Compensation Supplement

Workers' Compensation benefits paid to employees while temporarily totally disabled due to a compensable injury will be supplemented to the amount and for the same period of their Sickness and Accident Insurance benefits.

ARTICLE 15 - SHIFT DIFFERENTIALS

Section 15.1 - Second and Third Shift Differentials -Tour Workers

1. An employee on the second shift shall be paid a shift differential of 25 cents per hour for all hours actually worked between 3:00 p.m. and 11:00 p.m.
2. An employee on the third shift shall be paid a shift differential of 50 cents per hour for all hours actually worked between 11:00 p.m. and 7:00 a.m.

Section 15.2 - Shift Differentials Other than Tour Workers

An employee other than a tour worker, who works a scheduled shift where one-half or more of the hours fall between 3:00 p.m. and 7:00 a.m., shall be paid the applicable shift differential, if any, for the shift or shifts in which the hours worked fall. However, shift differentials will not be paid such employees on call-outs, reporting time, or non-scheduled extensions of shifts.

Section 15.3 - Overtime on Shift Differentials

Shift differentials shall be included in the calculation of overtime pay.

ARTICLE 16 - MILITARY SERVICE

Section 16.1 - Reinstatement Rights

1. Any employee who, during the life of this Agreement, enters the Armed Forces of the United States, shall be afforded such

rights as may be provided by law in compliance with the provisions of such law. On completion of such service, he will be re-employed on the job he left, or on a job of like pay and classification provided that:

- A. He is physically fit.
- B. Said jobs have not been discontinued.
- C. He applies for re-employment in accordance with appropriate Federal law
- D. He may not receive step-rate increases based on an employee's increased experience on a specific job.

2. Seniority of such persons shall accumulate during such service to the same extent and in the same manner as if such persons had remained in continuous service with the Company.
3. A. It is agreed that an employee who has entered the military service after January 30, 1967, and who has been re-employed in keeping with the provisions of the Federal law and Labor Agreement, shall be re-employed on the permanent job he held when he entered the armed forces. It is the intent of the Company and the Union that such employee attain the job classification to which his departmental seniority would have entitled him had he not entered the armed forces.

To reach his ultimate position, he will be required to be properly trained and qualified at each succeeding step and in the judgment of his supervisors be qualified to handle each of these jobs before progressing to the next higher job. The procedure to be followed is:

- (1) When a promotion is made to fill the first scheduled vacancy, he will be promoted to fill this vacancy provided he is qualified.
- (2) Thereafter he will remain in this higher job even though demotion of incumbents having less departmental seniority is required.
- (3) This process will be repeated after qualification on succeeding jobs until his proper job classification in accordance with departmental seniority is reached.

- B. Employees who will accrue seniority under the provisions of Section 13.9 - Job Posting in the Labor Agreement after August 21, 1967, and who enter the military service will be covered under the provisions of Paragraph 3.A., above, covering returning veterans. Such employees upon their return from military service will be assigned to their former line of progression until the provisions of Paragraph 3.A concerning returning veterans can be applied.
- C. Nothing in Sections 3.A. and 3.B. shall be interpreted as changing or modifying the provisions of Sections 1 and 2 of this Article.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1 - Application

On written application to the Industrial Relations Director, a leave of absence may be granted an employee for good cause.

Section 17.2 - Duration

A leave of absence shall be for a specified period of time but shall not exceed 30 days except in cases in which the employee presents satisfactory evidence which warrants additional time. In any event, no leave of absence shall be for a period in excess of 90 days unless mutually agreed to by the parties to this Agreement.

Section 17.3 - Leave of Absence - Public Office

An employee who runs for public office shall, upon proper advance request, be authorized up to a 30-day leave of absence. If elected to a full time office, an employee shall not retain his seniority.

Section 17.4 - Union Leave

If the International Union requests the services of an employee for purpose of working for the International Union, such employee shall be granted a leave of absence on reasonable notice. Such leave shall be limited to one employee in the contract year for one period, not to exceed six months.

Provided proper request and timely notice is given to the Company, Local Union members may be granted reasonable time off work, without pay, to attend Union functions or to conduct Local Union business during their working hours off Company premises. However, operational demands necessarily must be considered in granting such request.

Section 17.5 - Continuation of Seniority

Seniority shall not be broken by reason of a leave of absence and shall accumulate during such period of leave of absence, provided, however, that any employee who fails to return to work on the first work day following the last day of such leave shall be considered to have quit as of the first day of such leave of absence and his seniority will be canceled. Any employee who engages in other employment without the written consent of the Company during the period of a leave of absence shall be considered to have quit as of the first day of such leave. All leaves of absence shall be without pay. A copy of each letter from the Company granting or denying such requests, shall be furnished the Union.

ARTICLE 18 - JURY SERVICE

Section 18.1 - Basis of Payment

An employee required to perform jury service shall receive for each such day of jury service on which he otherwise would have worked, the difference between eight times his regular hourly rate and the payment he receives for jury service. The employee shall be excused from work for the day regardless of the fact that he may not serve for 8 hours or if he is scheduled on a shift which does not conflict with jury service. Hours paid for jury service will not be counted as hours worked for computing overtime. No jury service pay will be given for a stated holiday. The employee will present an acceptable proof showing the dates that he served as a juror and the pay received.

Section 18.2 - Notification to Company

The employee will notify the Company immediately of the time and place he is to serve by showing the subpoena or other court order to the Industrial Relations Director.

ARTICLE 19 - FUNERAL LEAVE

Section 19.1 - Pay for Funeral Leave

In case of death in an employee's immediate family, the employee will be given an appropriate leave of absence. He shall be paid for his scheduled hours of work as a result of such leave of absence up to a maximum of three consecutive days, one day of which shall be the day of the funeral, at the employee's regular basic hourly rate, subject to the following:

1. An employee's immediate family is defined as his spouse, mother, or stepmother (but not both), father or stepfather (but not both), brothers, sisters, sons, daughters, grandparents, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Proof of relationship may be required.
2. No funeral allowance will be made for a contract holiday or where the employee fails to attend the funeral.
3. Funeral leave pay will not be counted as hours worked for the purpose of computing overtime.

ARTICLE 20 - VOTING TIME

Section 20.1 - Time Off for Voting

Employees entitled to vote in any national, state, county, municipal or primary election, shall be allowed a reasonable period of time off to vote, not to exceed 3 hours, between opening and closing of polls, without loss of pay.

Section 20.2 - Conditions

Application for voting time absence shall be made not later than 10:00 a.m. on the calendar day before election day. The notice requirement shall be waived in the case of an employee who is unable to give such notice because of a change in his scheduled hours of work. The Company may specify the hours to be taken. The above provisions shall not be applicable where the employee begins work 3 hours after the polls are open or ends work 3 hours before the polls are closed.

An employee who avails himself of this privilege and who does not vote shall report such fact to the Company and will not be compensated for such time lost.

ARTICLE 21 - WORK ASSIGNMENTS AND TOOL ALLOWANCE

Section 21.1 - Maintenance Classifications

In the 1976 negotiations, the Company and the Union agreed to implement the "Flexicraft" concept in the Maintenance Department.

Section 21.2 - Production Employees

Production employees may be used to perform maintenance work when needed on shutdowns as long as they are not used to replace a regularly assigned employee.

When woodyard equipment (Caterpillar 966 and 988, Electro Stacker and Northwest Crane) is used for maintenance lifts, a qualified combination operator will operate the equipment. Only in cases of unforeseen emergencies and for a period of short duration will he be other than a classified operator.

Section 21.3 - Outside Maintenance Work

Maintenance work will normally be done by plant maintenance employees unless qualified personnel and necessary equipment to perform the job are not available in the plant.

Section 21.4 - Assignment Flexibility

The objective of Assignment Flexibility is to improve the efficiency and productivity of mill operations, thereby improving our ability to compete in a global market and enhancing the job security of employees. It is the intent of the parties that employees cooperate and work in harmony for advancement of this objective.

The elements of work flexibility listed below supersedes all existing language either in this Agreement or any departmental agreement which restricts full implementation of the work flexi-

bility concept; including any letters or instructions, grievance answers or arbitration awards or any other source relating to jurisdictional work assignments.

1. A. Employees may be assigned to perform duties outside of their traditional job duties as operating conditions warrant in any area, line of progression, or department.
- B. Maintenance employees will assist production employees, and production employees will assist maintenance employees, throughout the mill.
- C. Under normal circumstances only production employees in the bottom two classifications may be assigned to another line of progression. However, should any production job not be operating or emergency occur, those employees may be assigned to assist in other lines of progression on a temporary basis.
2. All Bargaining Unit employees will inspect their equipment, perform adjustments, repairs and other work, which they are capable of performing safely and efficiently.
3. No regular employee on the payroll on October 28, 1988 will be terminated, laid off, or have their wage rate reduced as a result of the Assignment Flexibility concept.
4. The Company agrees that the above language will not be administered in an arbitrary or capricious manner.
5. The terms of the PACE and IBEW total work flexibility agreement are detailed in EXHIBIT H.

Section 21.5 - Tool Allowance

Each maintenance mechanic shall be reimbursed \$165 in a contract year for hand tools purchased in the contract year by the mechanic for use in his work.

Each maintenance mechanic apprentice shall be reimbursed \$140 in a contract year for hand tools purchased in the contract year by the helper for use in his work. In the event such an apprentice is promoted to a journeyman classification in the contract year, he shall be reimbursed an additional sum up to a maximum of \$165, including any tool allowance received in the contract year as an apprentice.

When an employee entitled to a tool allowance during a contract year under the Labor Agreement does not have an opportunity, following the purchase of tools, to request reimbursement for the tools during the contract year because of a continuing absence caused by illness, he will be allowed to request reimbursement for the tools on the first day that he returns to work in the next contract year. In all other cases, reimbursement must be requested during the contract year for which the tool allowance is made or reimbursement will not be made.

Should an employee not work in the maintenance classifications entitled to a tool allowance during the contract year, such an employee shall not be entitled to a tool allowance.

Such tools will become the property of the employee and will be kept in the plant for use on the job.

The Company will furnish all shop tools, special tools and expendable tools such as drills, taps and so on.

Painters shall be reimbursed \$165 in a contract year for clothing purchased in the contract year for use on the job.

Due to the special nature of maintenance work, clothing and shoes are occasionally damaged or destroyed during such work. Maintenance employees who receive tool allowances may use any part of the allowance not needed to purchase necessary tools to purchase work clothes and safety work shoes, subject to all of the usual procedures and approvals.

ARTICLE 22 - GROUP INSURANCE AND RETIREMENT PLAN

Section 22.1 - Coverage

The Company's Group Insurance Program and Retirement Plan ending the date this Labor Agreement was signed, shall continue in full force and effect except as modified during negotiations. Such negotiated changes shall be added to the employee's insurance and pension booklets and such booklets shall be reprinted and distributed to all eligible employees.

Section 22.2 - Changes in Plan

During the life of this Agreement, the Company will not unilaterally make any change in the said Group Insurance Program or Retirement Plan as to reduce coverage or change eligibility requirements, retirement ages, pension benefits, or formulae which would be applicable to bargaining unit employees.

ARTICLE 23 - SICK LEAVE PAY

Section 23.1 - Eligibility

An employee with at least six months continuous service, who is prevented from performing his job because of his own sickness or non-occupational accident, for a period of at least two consecutive weeks, shall be entitled to one week of sick leave pay for the first week of such absence, once during any contract year, provided he furnishes proper evidence from a physician that he was so incapacitated.

Section 23.2 - Basis of Payment

Sick leave pay shall consist of 40 times the employee's regular hourly rate on the last day he worked prior to such incapacity, less any authorized deductions.

Section 23.3 - Non-Duplication Sick Leave and Accident Insurance

Sick leave pay and benefits under the Accident and Sickness portion of the Group Insurance Plan shall not both apply for the same period of time.

ARTICLE 24 - SAFETY, HEALTH AND SANITATION

Section 24.1 - Objective

The Company and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The Company will make reasonable provisions for the safety, health and sanitation of its employees during the hours of their employment. The Union will cooperate with the Company in encouraging employees to observe the safety regulations and to work in a safe manner.

Section 24.2 - Protective Equipment

Protective devices, wearing apparel, and other equipment necessary to protect employees from accident and health hazards will be provided by the Company in accordance with practices now prevailing, or as such practices may be improved from time to time by the Company. The Company may assess a fair charge to cover loss or willful destruction of such equipment by the employee. Employees shall cooperate in the proper care and use of such protective equipment.

ARTICLE 25 – NON-DISCRIMINATION

The Company and the Union agree that there shall be no discrimination against any employee or applicant because of race, color, creed, religion, national origin, sex, age, or disability as prohibited by Federal and State legislation. Notwithstanding any other provision of this Agreement, the Company may take any action it deems necessary to comply with the Americans with Disabilities Act. Such actions shall not be used as evidence of precedent or past practice in any subsequent situation. The masculine gender as used in the Agreement applies to all employees regardless of sex.

ARTICLE 26 - SEVERANCE PAY

Section 26.1 - Eligibility

Employees with one year or more of service will be eligible for severance pay when laid off by Company action because there is no work available to which their seniority entitles them.

Section 26.2 - Basis of Payment

A laid off employee entitled to severance pay will be paid one percent (1%) of his total earnings for the last full period of unbroken employment. One-half of the severance pay due will be paid after the employee has been laid off six weeks. The second half of the severance pay due will be paid after the employee has been laid off three months.

Section 26.3 - Recall

1. An employee's recall rights will not be affected in any manner because of the payment of severance; however, if recall occurs before severance payment is due, no such payment will be made. If an employee is offered recall, according to the applicable recall provision in his case, and it is refused, all recall and severance pay rights are automatically canceled.
2. If an employee is recalled after having received all of the severance pay due him, he will begin again as of the date of return, to accumulate a new period of time which will be credited toward any future layoff.
3. If an employee is recalled after having received one-half of the severance pay due him, he will, upon return to work, retain the right to the unpaid portion if laid off a second time. He will begin accumulating again a new period of time which will, in addition, be credited toward any future layoff.

ARTICLE 27 - GENERAL

Section 27.1 - Notices

Any written notice or written request required under this Agreement shall be given the designated party by ordinary mail, unless otherwise specified, addressed as follows:

Addressee

The Company

Address

Packaging Corporation
of America
P O. Box 33
Counce, Tennessee 38326

Paper, Allied-Industrial,
Chemical & Energy Workers
International Union
(AFL-CIO) CLC

3130 North Pone Road NW
Georgetown, TN 37336

An Employee
to the Company in writing

His last address furnished

An employee shall notify the Company's Industrial Relations office of any change in address or telephone number.

Any notices relating to seniority required under this Agreement to be sent to employees by the Company, shall be sent by certified or registered mail.

Section 27.2 - Bulletin Boards

The Company will furnish a bulletin board solely for posting Union notices. Such notices shall be signed by a Union official and shall be limited to official Union business.

Section 27.3 - Notification of Union Representatives

The Union shall promptly notify the Company in writing of the appointment or election of all Local Union Officers, Committeemen and Stewards. The Union will keep the Company promptly and currently informed of any changes or additions of such Union Representatives.

Section 27.4 - Company Rules

All employees covered by this Agreement shall comply with all general rules, disciplinary standards and safety rules. The application of any such rules may be the subject of the grievance procedure.

Section 27.5 - Physical Examination

Any employee who has been absent from work due to illness or injury, may be required to be examined by the Company physician at Company expense, before returning to work. The time spent for such examination shall be considered as hours worked if such examination is required when an employee reports at his regularly scheduled hour and if the physician determines, as a result of the examination, that the employee is physically qualified to, and does, return to work, and performs his regular job. The Company may require and make arrangements for a shift employee to have an examination at a time prior to his regular shift. In such cases, if the physician does find the employee physically

qualified to return to work, and the employee does return to work, the employee will be paid two hours straight time. Such time is not to be used in computing overtime. If the employee is not satisfied, he shall have the right to an examination by a physician of his own choice at his expense. If the diagnosis of the two physicians differ, they shall choose a third physician whose examination will be final.

An employee who has been absent from work for seven or more days due to illness or injury and under the care of a physician, shall present a release from such physician before returning to work.

Section 27.6 - Federal and State Laws

The provisions of this Agreement shall be effective in accordance with, and consistent with, applicable provisions of Federal and State laws.

ARTICLE 28 - DISCIPLINARY PROCEDURES

Section 28.1 - Suspension

In the event that the Company shall conclude that an employee's conduct justifies suspension, he shall be suspended for not more than five work days. If the suspended employee feels that the suspension is unjust, he and the Union may file a grievance under the Grievance Procedure provided under Article 6 of this Agreement. Written notice shall be given to both the Union and the employee at the time of suspension or caution where disciplinary action is involved. When an employee has received no disciplinary action for a period of one year, prior violations will not be used against him.

Section 28.2 - Discharge

In the event that the Company concludes that an employee's conduct justifies discharge, the employee shall be suspended for not more than five (5) work days and notified he is subject to discharge, together with the reasons therefore at the time of suspen-

sion. If he, or the Union believes that he has been unjustly dealt with, the employee, or the Union, may request and shall be granted, a hearing before the Industrial Relations Director during the period of his suspension, with no more than three (3) Union representatives present. At such hearing, the facts in the case shall be made available to both parties. Written notice shall be given to both the Union and the employee at the time of suspension subject to discharge.

Section 28.3 - Action on Suspension

After such hearing, or if no hearing is requested, Management may conclude whether the suspension shall be affirmed, modified, revoked, extended, or converted into a discharge. In the event that the suspension is affirmed, modified, extended or converted into a discharge, the employee may, within six (6) work days after notice of such action, file a grievance in the second step of the Grievance Procedure. Final decision in this Step, by the Company, shall be made within five (5) work days from the date of the filing thereof. Such grievance shall, if appealed, within ten (10) work days from the date of the Company's decision, thereupon be handled in accordance with the procedure of Article 6 - Adjustment of Grievances, and Article 7 - Arbitration.

Section 28.4 - Revocation of Suspension or Discharge

Should any initial suspension, affirmation, or discharge be modified or revoked, the Company shall reinstate and compensate the employee affected for the appropriate time lost at the regular hourly wage rate of the job he occupied at the time of the initial suspension.

Section 28.5 - Arbitration

Should it be determined by the Impartial Arbitrator that an employee has been suspended or discharged without proper cause, the Company shall reinstate the employee and compensate him in the manner determined by arbitration, at the regular hourly wage rate of the job the employee occupied at the time of the initial suspension.

Section 28.6 - Suspension of Hearing

When a strike, work stoppage, or interruption or impeding of work is in progress, Management shall not be required to hold any hearings or notify employees under this Article if the employees involved are participating in such violation of this Agreement, or if it is impracticable for Management to do so because of such violation. In such cases, the time limits for holding hearings or notifying employees shall start to run upon the termination of the strike, work stoppage, or interruption or impeding of work. Employees participating in such violations shall not be eligible for any back pay for such time lost.

Section 28.7 - Plant Rules

The rules listed below are designed to fairly and impartially regulate employee actions in order to obtain and maintain an orderly and proper operation of the plant.

Since the violations of some rules are more serious than the violations of others, the rules have been divided into two groups governed by the seriousness of the offense.

The employee shall be informed of action taken by the Company as the result of violation of these rules within five working days after the violation is known by the Company.

Section 28.8 - Acts or Conduct Where Disciplinary Action Will Be Taken Before Discharge

To assure fullest cooperation in observing the rules, employees who do any of the following shall have an opportunity to show their willingness to observe these rules before any discharge. Supervision will caution employees on such acts or conduct or lay them off in accordance with the schedule below:

1st violation - written notice of caution and a copy will be given to the employee and the appropriate Local Union.

2nd violation - two-day layoff

3rd violation - five-day layoff

4th violation - discharge

1. Chronic failure to punch time in or out.
2. Reading on duty unless required by work.
3. Creating or contributing to unsanitary or unhealthy conditions.
4. Carelessness.
5. Unauthorized sale of anything in or on mill premises.
6. Smoking on mill premises except in accordance with current smoking regulations.
7. Sleeping on duty, not willful.
8. Disregard or violation of instructions, orders, requests, traffic regulations.
9. Unauthorized soliciting of any type on Company premises.
10. Posting, distribution, or circulating of unauthorized notices on or in Company premises.
11. Chronic absence or tardiness.
12. Absence of less than three days without notification to Company or without reasonable excuse for failure to notify.
13. Leaving his job during working hours without permission
14. Neglect of duty or failure to maintain work standards, not willful.
15. Unauthorized performance of non-Company work.
16. Failure to report an accident or injury.
17. Conduct which endangers the employee or others, such as playing with an air hose.
18. Garnishment or notice of garnishment.
19. Unauthorized operation of machinery or equipment.
20. Inattention to safety rules.
21. Fighting in self defense.

When an employee has received no disciplinary action, as outlined above, for a period of one year, prior violations will not be used against him.

Section 28.9 - Causes for Discharge

Supervision may suspend any employee at once for not more than five days where facts show a violation of any of the following. Further action will be taken in accordance with the foregoing provisions of this Article.

Causes for discharge are:

1. Misrepresentation or withholding facts in order to secure a job.
2. Willful neglect of duty.
3. Willful disobedience, insubordination, or refusal to carry out orders or instructions.
4. Willful sleeping on duty.
5. Any conduct contrary to common decency or morality such as:
 - A. Making advances, indecent remarks or proposals to another employee.
 - B. Assault with intent to injure.
 - C. Dishonesty, stealing, gambling or bookmaking.
 - D. Use of threatening or abusive language.
 - E. Provoking or engaging in a fight except in self defense.
6. Reporting for work under the influence of liquor or narcotics or their use while on Company premises.
7. Bringing liquor, narcotics, fire arms, explosives, weapons of any kind on Company premises.
8. Destruction, abuse or unauthorized removal from Company premises or disposition of any property not belonging to the employee.
9. Punching, signing, or recording the time of another employee for the purpose of creating a false record or conspiring to do so.
10. Willful violation or disregard of safety rules or regulations.
11. Unauthorized altering or falsifying of any Company record.
12. Offering or taking a bribe or gratuity in exchange for a job or to obtain any action or change in status with the Company.
13. Sabotage causing damage or destruction of Company property or property of fellow workers.
14. Absent three or more consecutive working days without notification to Company or without reasonable excuse for failure to notify.
15. Refusal to permit inspection by plant guards of objects brought in or taken out of plant.

ARTICLE 29 - CHANGE OR MODIFICATION OF AGREEMENT

Section 29.1 - Duration

This Agreement shall become effective at 7:00 a.m. October 28, 2005, and shall continue in effect to and including 7:00 a.m. October 28, 2009, and from year to year thereafter unless terminated in accordance with Article 30, below.

Section 29.2 - Notice to Negotiate

Either party may, on or before August 28, 2009, give notice to the other party of the desire of the party giving such notice to negotiate with respect to the terms and conditions of a new Agreement. The giving of such notice shall constitute an obligation on both parties to negotiate in good faith all questions at issue with the intent of reaching a mutual agreement.

Section 29.3 - Continuance of Agreement

If the parties have not reached agreement on or before the specified expiration date, all the provisions of the Agreement shall remain in effect unless specifically terminated in accordance with Article 30, below.

ARTICLE 30 - TERMINATION OF AGREEMENT

Section 30.1 - Termination of Agreement

At any time after the expiration date, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in not less than ten days. All the provisions of this Agreement shall remain in effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued and there shall be no strikes or lockouts. If the parties fail to reach an agreement before the specified time has elapsed, all obligations under the Agreement are automatically canceled.

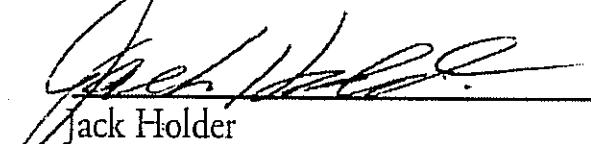
Section 30.2 - Service of Notice

Any notice to be given under this Article shall be given by certified mail.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed as of the date and year written below:

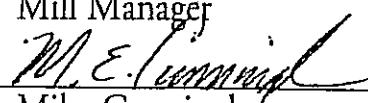
Dated: 3/4/05

PACKAGING CORPORATION OF AMERICA

By: 

Jack Holder

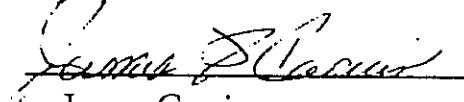
Mill Manager

By: 

Mike Cunningham

Director – Industrial Relations

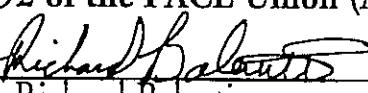
PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY
WORKERS INTERNATIONAL UNION AFL-CIO, CLC

By: 

James Carvin

International Representative

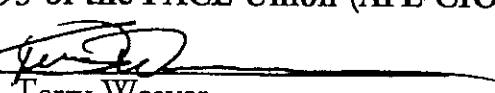
Local 992 of the PACE Union (AFL-CIO)

By: 

Richard Balentine

President – Local 992

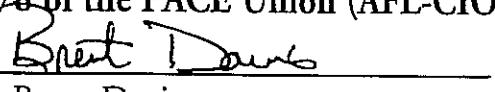
Local 993 of the PACE Union (AFL-CIO)

By: 

Terry Weaver

President – Local 993

Local 978 of the PACE Union (AFL-CIO)

By: 

Brent Davis

President – Local 978

TOUR WORKERS

Standard Work Schedule for Operating Period (Repeats every 4th week).

Crew	1st Week						
	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
A	3	3	0	0	2	2	2
B	2	2	2	2	0	1	1
C	1	1	1	1	1	0	0
D	0	0	3	3	3	3	3
2nd Week							
Crew	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
A	2	2	2	2	0	1	1
B	1	1	1	1	1	0	0
C	0	0	3	3	3	3	3
D	3	3	0	0	2	2	2
3rd Week							
Crew	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
A	1	1	1	1	1	0	0
B	0	0	3	3	3	3	3
C	3	3	0	0	2	2	2
D	2	2	2	2	0	1	1
4th Week							
Crew	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
A	0	0	3	3	3	3	3
B	3	3	0	0	2	2	2
C	2	2	2	2	0	1	1
D	1	1	1	1	1	0	0

1 - 7:00 a.m. to 3:00 p.m.

2 - 3:00 p.m. to 11:00 p.m.

3 - 11:00 p.m. to 7:00 a.m.

0 - Off

Note: Our day begins at 7:00 a.m. and ends the following 7:00 a.m.

Our week begins at 7:00 a.m. Monday and ends the following Monday at 7:00 a.m.

WAGE SCHEDULE

	EXHIBIT A RATE	EXHIBIT B RATE	EXHIBIT C RATE	EXHIBIT D RATE
	10/28/05	10/28/06	10/28/07	10/28/08
	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>

WOOD PREPARATION

Woodyard Leader	\$29.86	\$30.76	\$31.68	\$32.63
Wood Proc. Opr./Control Pt. Opr.	\$25.79	\$26.56	\$27.36	\$28.18
Combination Operator	\$25.54	\$26.31	\$27.10	\$27.91
Dozer/Chip Handler	\$22.93	\$23.62	\$24.33	\$25.06
Chip Unloader/Slasher Opr.	\$20.12	\$20.72	\$21.34	\$21.98
Fuel Wood Unloader	\$19.76	\$20.35	\$20.96	\$21.59
Wood Prep. Helper	\$18.97	\$19.54	\$20.13	\$20.73
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66

PULPING & CAUSTIC

Pulping Leader	\$30.55	\$31.47	\$32.41	\$33.38
Washer & Screen Tender	\$26.53	\$27.33	\$28.15	\$28.99
Caustic Leader	\$25.27	\$26.03	\$26.81	\$27.61
Lime Kiln Operator	\$23.71	\$24.42	\$25.15	\$25.90
Pulping First Helper	\$23.50	\$24.21	\$24.94	\$25.69
Pulping Second Helper	\$20.44	\$21.05	\$21.68	\$22.33
Pulping Third Helper	\$18.73	\$19.29	\$19.87	\$20.47
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66

WAGE SCHEDULE

	EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D

Pulping Second Helper	\$20.44	\$21.05	\$21.68	\$22.33
Pulping Third Helper	\$18.73	\$19.29	\$19.87	\$20.47
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66

WAGE SCHEDULE

	EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D
	RATE <u>10/28/05</u>	RATE <u>10/28/06</u>	RATE <u>10/28/07</u>	RATE <u>10/28/08</u>
	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
RECOVERY				
Recovery Leader	\$31.69	\$32.64	\$33.62	\$34.63
Recovery Operator A	\$29.60	\$30.49	\$31.40	\$32.34
Recovery Operator B	\$27.59	\$28.42	\$29.27	\$30.15
Recovery First Helper	\$23.21	\$23.91	\$24.63	\$25.37
Recovery Second Helper	\$22.27	\$22.94	\$23.63	\$24.34
Recovery Third Helper	\$20.19	\$20.80	\$21.42	\$22.06
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66
POWER				
Power Leader	\$31.69	\$32.64	\$33.62	\$34.63
Power Operator A	\$29.16	\$30.03	\$30.93	\$31.86
Power Operator B	\$27.97	\$28.81	\$29.67	\$30.56
Power Operator C	\$24.94	\$25.69	\$26.46	\$27.25
Power Helper	\$21.08	\$21.71	\$22.36	\$23.03
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66

WAGE SCHEDULE

	EXHIBIT A RATE	EXHIBIT B RATE	EXHIBIT C RATE	EXHIBIT D RATE
	10/28/05	10/28/06	10/28/07	10/28/08
	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
<u>PAPER MACHINES #1 & #2</u>				
Crew Leader	\$33.17	\$34.17	\$35.20	\$36.26
Machine Tender	\$32.39	\$33.36	\$34.36	\$35.39
Back Tender	\$29.23	\$30.11	\$31.01	\$31.94
Third Hand	\$27.08	\$27.89	\$28.73	\$29.59
Fourth Hand	\$24.11	\$24.83	\$25.57	\$26.34
Fifth Hand	\$22.47	\$23.14	\$23.83	\$24.54
Paper Machine Utility	\$21.03	\$21.66	\$22.31	\$22.98
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66
<u>REFINING</u>				
Crew Leader	\$29.38	\$30.26	\$31.17	\$32.11
Refining Operator #1 & #2	\$26.32	\$27.11	\$27.92	\$28.76
Refining Helper	\$20.78	\$21.40	\$22.04	\$22.70
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66
<u>RECYCLE</u>				
Crew Leader Operator	\$24.78	\$25.52	\$26.29	\$27.08
Operator Helper	\$22.19	\$22.86	\$23.55	\$24.26
First Helper A	\$19.58	\$20.17	\$20.78	\$21.40
First Helper B	\$17.74	\$18.27	\$18.82	\$19.38
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66

Net Reper D	\$17.71	\$18.82
Spare Hand	\$17.08	\$17.59
		\$18.12
		\$18.66
		\$19.38

WAGE SCHEDULE

	EXHIBIT A RATE 10/28/05 <u>3.00%</u>	EXHIBIT B RATE 10/28/06 <u>3.00%</u>	EXHIBIT C RATE 10/28/07 <u>3.00%</u>	EXHIBIT D RATE 10/28/08 <u>3.00%</u>
SHOPPING				
Crew Leader-Day	\$30.15	\$31.05	\$31.98	\$32.94
Crew Leader-Shift	\$28.13	\$28.97	\$29.84	\$30.74
Roll Processor	\$25.37	\$26.13	\$26.91	\$27.72
Lift Truck Operator	\$22.62	\$23.30	\$24.00	\$24.72
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66
TECHNICAL				
Tall Oil Operator	\$25.25	\$26.01	\$26.79	\$27.59
Paper Tester	\$23.50	\$24.21	\$24.94	\$25.69
Technical Utility	\$18.04	\$18.58	\$19.14	\$19.71
Spare Hand	\$17.08	\$17.59	\$18.12	\$18.66
OLIER				
First 6 months - Day	\$26.12	\$26.90	\$27.71	\$28.54
First 6 months - Shift	\$26.46	\$27.25	\$28.07	\$28.91
Next 12 months - Day	\$26.72	\$27.52	\$28.35	\$29.20
Next 12 months - Shift	\$27.07	\$27.88	\$28.72	\$29.58
Top Journeyman I - Day	\$28.65	\$29.51	\$30.40	\$31.31
Top Journeyman I - Shift	\$29.02	\$29.89	\$30.79	\$31.71

WAGE SCHEDULE

EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D
RATE	RATE	RATE	RATE
10/28/05	10/28/06	10/28/07	10/28/08
<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>

MAINTENANCE APPRENTICE

Not Over 6 Months	\$20.14
Not Over 6 Months	\$20.64
Not Over 6 Months	\$21.17
Not Over 6 Months	\$21.70
Not Over 6 Months	\$22.18
Top Rate	\$22.77

MILLWRIGHT

First 6 months	\$26.12
Next 12 months	\$26.72
Top Journeyman I-Day	\$28.65
Top Journeyman II-Day	\$29.47
Top Journeyman III-Day	\$30.26
Top Journeyman I-Shift	\$29.02
Top Journeyman II-Shift	\$29.86
Top Journeyman III-Shift	\$30.64

WAGE SCHEDULE

EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D
RATE	RATE	RATE	RATE

Top Journeyman I-Shift	\$29.86	\$30.76	\$31.68	\$32.63
Top Journeyman III-Shift	\$30.64	\$31.56	\$32.51	\$33.49

WAGE SCHEDULE

EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D
RATE	RATE	RATE	RATE
10/28/05	10/28/06	10/28/07	10/28/08
<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>

INSULATOR-PIPEFITTER,**MACHINIST, WELDER**

First 6 months	\$26.12	\$26.90	\$27.71	\$28.54
Next 12 months	\$26.72	\$27.52	\$28.35	\$29.20
Top Journeyman I-Day	\$28.65	\$29.51	\$30.40	\$31.31
Top Journeyman II-Day	\$29.47	\$30.35	\$31.26	\$32.20
Top Journeyman III-Day	\$30.26	\$31.17	\$32.11	\$33.07

INSTRUMENT MECHANIC

First 6 months	\$26.12	\$26.90	\$27.71	\$28.54
Next 12 months	\$26.72	\$27.52	\$28.35	\$29.20
Top Journeyman I-Day	\$28.65	\$29.51	\$30.40	\$31.31
Top Journeyman II-Day	\$29.47	\$30.35	\$31.26	\$32.20
Top Journeyman III-Day	\$30.26	\$31.17	\$32.11	\$33.07
Top Journeyman I-Shift	\$29.02	\$29.89	\$30.79	\$31.71
Top Journeyman II-Shift	\$29.86	\$30.76	\$31.68	\$32.63
Top Journeyman III-Shift	\$30.64	\$31.56	\$32.51	\$33.49

WAGE SCHEDULE

EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D
RATE	RATE	RATE	RATE
10/28/05	10/28/06	10/28/07	10/28/08
<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
PAINTER			
Not over 6 Months	\$17.97	\$18.51	\$19.64
Not over 6 Months	\$18.28	\$18.83	\$19.97
Not over 6 Months	\$18.67	\$19.23	\$20.40
Not over 6 Months	\$19.10	\$19.67	\$20.87
Top Rate			
PAINTER			
First 6 months	\$26.12	\$26.90	\$28.54
Next 12 months	\$26.72	\$27.52	\$29.20
Top Journeyman I-Day	\$28.65	\$29.51	\$31.31
Top Journeyman II-Day	\$29.47	\$30.35	\$32.20
Top Journeyman III-Day	\$30.26	\$31.17	\$33.07

	<u>WAGE SCHEDULE</u>		<u>EXHIBIT B</u> RATE 10/28/06	<u>EXHIBIT C</u> RATE 10/28/07	<u>EXHIBIT D</u> RATE 10/28/08
	<u>EXHIBIT A</u> RATE 10/28/05	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
<u>STORES CLERK</u>					
Spare Hand	\$17.08		\$17.59	\$18.12	\$18.66
Not Over 6 Months - Day	\$19.81		\$20.40	\$21.01	\$21.64
Not Over 6 Months - Day	\$20.30		\$20.91	\$21.54	\$22.19
Not Over 6 Months - Day	\$21.15		\$21.78	\$22.43	\$23.10
Top Rate - Day	\$23.45		\$24.15	\$24.87	\$25.62
Top Rate - Shift	\$23.84		\$24.56	\$25.30	\$26.06
<u>KNIFE GRINDER</u>					
(When Used)	\$19.86		\$20.46	\$21.07	\$21.70
<u>YARD</u>					
General Service Worker	\$17.69		\$18.22	\$18.77	\$19.33
Truck Driver	\$17.98		\$18.52	\$19.08	\$19.65
Dumpster Driver	\$18.68		\$19.24	\$19.82	\$20.41
Boom Truck Driver	\$19.00		\$19.57	\$20.16	\$20.76
<u>MISCELLANEOUS</u>					
Custodians	\$18.45		\$19.00	\$19.57	\$20.16

EXHIBIT F

**VOLUNTARY UNION DUES
DEDUCTION AUTHORIZATION**

Date: _____

Effective _____, 20____ I hereby request the Packaging Corporation of America to deduct each month from my earnings for the first pay closed and calculated for me each month, commencing with the month in which the Company receives this card or in which such card becomes effective, whichever is later, the amount of my regular current monthly Union dues, and to remit such sum to the Financial Secretary of Local No.____ of the Paper, Allied-Industrial, Chemical and Energy (PACE) Union.

The above authorization may be revoked by me by a written notice delivered by mail or in person to the Company during the two-week period preceding the anniversary date of the Agreement. The authorization shall renew itself thereafter from year to year subject each year to revocation during the two-week period preceding the anniversary date.

Signed: _____

EXHIBIT G BUMPBACK SCHEDULE

An employee filling a temporary vacancy during a week when he would otherwise be working his scheduled six (6) day week will bumpback in accordance with the procedure shown below. However, the employee will only be scheduled in accordance with this provision once during the term of any temporary promotion.

The six (6) day schedule is this:

M	T	W	T	F	S	S
2	2	2	2	0	1	1

Employee is promoted to this shift:

M	T	W	T	F	S	S
0	0	3	3	3	3	3

Employee will work the 3-11 shift on regular job on Monday.

Employee is promoted to this shift:

M	T	W	T	F	S	S
3	3	0	0	2	2	2

Employee will work the 3-11 shift on regular job on Thursday.

Employee is promoted to this shift:

M	T	W	T	F	S	S
1	1	1	1	1	0	0

Employee will work the 7-3 shift on regular job on Sunday.

The regular job referred to above will be the job that the employee would have performed on his regular shift had he not been promoted.

On bumpback schedules posted by Thursday noon for the following work week, the Union agrees that it will immediately bring to the attention of the Company any schedule errors so that such errors may be corrected immediately. In the event that no protest is lodged before 3:30 p.m. on Friday, the schedule will be deemed correct and there will be no grievance relative thereto processed.

EXHIBIT H
MEMORANDUM OF AGREEMENT
Effective 12/12/94

The following documents the basic terms of the agreement between PCA Counce Mill; the UPIU, and the IBEW regarding total work flexibility.

The objective of this agreement is to improve the efficiency and productivity of mill operations, thereby improving our ability to compete in a global market and enhancing the job security of employees. It is the intent of the parties that employees cooperate and work in harmony for the advancement of this objective.

The elements of work flexibility listed below supersedes all existing language either in this agreement or any departmental agreement which restricts full implementation of the work flexibility concept; including any letters or instructions, grievance answers or arbitration awards, or any other source relating to jurisdictional work assignments. This agreement will be subject to the grievance procedure.

Utilization Intent

1. All journeymen will be required to perform work of any craft which may arise which is within their ability and can be performed by them safely. Work will be assigned by Management giving first consideration to the primary craft involved to most effectively utilize available skills.
2. Maintenance will assist Production and Production will assist Maintenance with safety and efficiency being the primary concern.

Implementation Plan

1. No employee will be laid off as a result of implementing total flexibility.
2. Neither the IBEW nor the UPIU will benefit at the expense of the other. Total flexibility will not change the relationship (percentages) between IBEW, Local Union 558 and UPIU,

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P. C. Qua

P. C. Qua
IBEW, Sh

W. L. Bla

W. L. Bla
IBEW, Bu

Local Union 978 (Maintenance) seniority list dated as of the date of the ratification. It is recognized that some variances may result from changes in volume or product mix, or as a result of the technological changes.

3. A joint committee will be formed to facilitate implementation of total flexibility. This committee will function similarly to the committee which successfully oversaw implementation of the Safe, Common Sense Operations program when Maintenance and Production flexed in 1990.

Maurice A. Holt 12-14-94

M. A. Holt Date
Vice President & Mill Manager

J. C. Cahoon 12/14/94

J. C. Cahoon Date
Industrial Relations Director

Wesley Thompson 12/19/94

Wesley Thompson Date
IBEW, Assistant Business Agent

R. C. Qualls 12/15/94

R. C. Qualls Date
IBEW, Shop Steward

W. L. Blackstock 12/17/94

W. L. Blackstock Date
IBEW, Business Manager, Local 558

Bryce M. Canerdy 1-9-95

Bryce Canerdy Date
UPIU, International Representative

H. M. Harmon 12/16/94

H. M. Harmon Date
President, Local 978

J. C. Mims, Jr. 12/15/94

J. C. Mims, Jr. Date
President, Local 992

T. L. Weaver 12/19/94

T. L. Weaver Date
President, Local 993

Maintenance and Instrument Notes:

When an employee is classified as an apprentice at the starting apprentice rate, it is possible that during the next 6 months, he may prove unsuited to this type of work. If so, he may be removed from the classification. In no event will he be retained at the starting apprentice rate for more than 6 months.

An apprentice retained in the apprentice classification will be given a raise to the next higher rate at the intervals shown in the wage schedule until the top rate listed for his classification has been reached. He will thereafter remain at this rate until such time as he is promoted to a journeyman.

Woodyard Notes:

When the big payloader is being used for round wood handling, it will be operated by the combination operator at the combination operator's regular rate of pay.

Maintenance Skill Based Pay Plan:

The Skill Base Pay Plan was implemented April 30, 1990. The purpose of the Skill Based Pay Plan is to provide monetary incentives to top journeyman mechanics to increase their skills thereby making them more valuable employees.

Under the Skill Based Pay Plan, top journeyman mechanics who demonstrate through written and practical tests that they qualify in a craft other than their primary craft receive a wage adjustment. An employee may qualify in two crafts other than his primary craft and receive a wage adjustment for each additional craft. These crafts are defined as millwright, instrument, insulator/pipefitter and welder.

If an employee fails in an attempt to qualify for an additional craft, progress must be demonstrated prior to retesting. Nothing in this plan shall restrict current flexicraft practices.

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2005

JANUARY						MAY						SEPTEMBER									
S	M	T	W	T	F	S	S	M	T	W	F	S	S	M	T	W	T	F	S		
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23	24	25	26	27	28	29	29	30	31												
30	31																				
FEBRUARY						JUNE						OCTOBER									
1	2	3	4	5		1	2	3	4	5	6	1	2	3	4	5	6	7	8		
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27	28						26	27	28	29	30										
MARCH						JULY						NOVEMBER									
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27	28	29	30	31			24	25	26	27	28	29	30	27	28	29	30	31			
APRIL						AUGUST						DECEMBER									
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24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	31	

2006

JANUARY						MAY						SEPTEMBER									
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23	24	25	26	27	28	29	28	29	30	31				24	25	26	27	28	29	30	
30														31							

2007

JANUARY						MAY						SEPTEMBER					
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FEBRUARY						JUNE						OCTOBER					
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2008

JANUARY						MAY						SEPTEMBER					
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FEBRUARY						JUNE						OCTOBER					
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24	25	26	27	28	29	30	29							26	27	28	29
MARCH						JULY						NOVEMBER					
1						1	2	3	4	5		1					
2	3	4	5	6	7	8	6	7	8	9	10	11	12	2	3	4	5
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30	31											30					
APRIL						AUGUST						DECEMBER					
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27	28	29	30				24	25	26	27	28	29	30	28	29	30	31

2009

JANUARY							MAY							SEPTEMBER						
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4	5	6	7	8	9	10	3	4	5	6	7	8	9	6	7	8	9	10	11	12
11	12	13	14	15	16	17	10	11	12	13	14	15	16	13	14	15	16	17	18	19
18	19	20	21	22	23	24	17	18	19	20	21	22	23	20	21	22	23	24	25	26
25	26	27	28	29	30	31	24	25	26	27	28	29	30	27	28	29	30			
						31														

FEBRUARY							JUNE							OCTOBER						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	7	8	9	10	11	12	13	4	5	6	7	8	9	10
15	16	17	18	19	20	21	14	15	16	17	18	19	20	11	12	13	14	15	16	17
22	23	24	25	26	27	28	21	22	23	24	25	26	27	18	19	20	21	22	23	24
							28	29	30					25	26	27	28	29	30	31

MARCH							JULY							NOVEMBER						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	5	6	7	8	9	10	11	8	9	10	11	12	13	14
15	16	17	18	19	20	21	12	13	14	15	16	17	18	15	16	17	18	19	20	21
22	23	24	25	26	27	28	19	20	21	22	23	24	25	22	23	24	25	26	27	28
29	30						26	27	28	29	30			29	30					

APRIL							AUGUST							DECEMBER						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30			23	24	25	26	27	28	29	27	28	29	30	31		

2010																				
JANUARY							MAY							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2						1						1	2	3	4			
3	4	5	6	7	8	9	2	3	4	5	6	7	8	5	6	7	8	9	10	11
10	11	12	13	14	15	16	9	10	11	12	13	14	15	12	13	14	15	16	17	18
17	18	19	20	21	22	23	16	17	18	19	20	21	22	19	20	21	22	23	24	25
24	25	26	27	28	29	30	23	24	25	26	27	28	29	26	27	28	29	30		
31							30	31												

FEBRUARY							JUNE							OCTOBER						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
7	8	9	10	11	12	13	6	7	8	9	10	11	12	3	4	5	6	7	8	9
14	15	16	17	18	19	20	13	14	15	16	17	18	19	10	11	12	13	14	15	16
21	22	23	24	25	26	27	20	21	22	23	24	25	26	17	18	19	20	21	22	23
28							27	28	29	30				24	25	26	27	28	29	30

MARCH							JULY							NOVEMBER						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16	17	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29	30	31	28	29	30				

APRIL							AUGUST							DECEMBER						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30	31	

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